

JEANNE D'ARC CREDIT UNION  
VISA® CARDHOLDER AGREEMENT & INITIAL DISCLOSURE

Effective December 12, 2012

This VISA® Cardholder Agreement & Initial Disclosure (the "Agreement") covers your credit Card Account ("Account") with us, Jeanne D'Arc Credit Union (the "issuer", "we" or "us"). Each person (or, if you have a business account, each business entity) ("Account Holder", "you" or "your") who applied for the VISA® credit Card (the "Card") issued by us and each Cardholder, by using the Card, acknowledges receipt from us of the Agreement and agrees with the issuer that the following terms contained herein apply to you and your use of the Card:

1. Your Account. If your Account is a joint Account, each Account Holder has the right to use the Account up to your credit limit as described in section #4 of this Agreement. Each Account Holder is bound by these terms and each, individually, will be liable for all charges, even if only one of you uses the Account. For joint Accounts, each individual separately, and both individuals together, are referred to in this Agreement as ("you").

If your Account is a business account, each Cardholder (as described in section #2 of this Agreement) has the right to use the Account up to your credit limit (as described in section #4 of this Agreement) divided by the total number of Cards that we issue to you. The Account Holder is bound by these terms and will be liable for all charges regardless of who uses the Cards that we issue to you. You agree that all purchases, cash advances, and any other use of your Account will only be for business purposes, and that you will not use your Account for any personal, household or family purpose.

2. Additional Cardholders or Others Using Your Account. You may authorize others to use your Account. You may add up to 3 (three) additional Cards to your Account at no extra charge, or if your Account is a business account, you may add up to 10 (ten) additional Cards. If you request additional Cards, each additional cardholder will receive a Card with his or her individual name embossed. You promise to pay for all Credit Purchases, Cash Advances and Balance Transfers made by anyone you authorize to use your Account, with or without a Card, and whether or not you notify us that he or she will be using it. If you authorize another person to use your Account and you want to end that person's privilege; you must recover and return that person's Card. If you are unable to recover and return the Card, you will continue to be liable for any charges made unless you tell us to cancel all Cards and establish a new Account for you, which will be done automatically if you notify us of unauthorized use as described in section #24 of this Agreement. We may request written verification from you regarding any change or cancellation to your Account.
3. Credit Card Account Services. The following services are available through your Account, up to the amount of your credit limit. These services are not available if your Account is delinquent, closed or the amount of the advance would cause your balance to exceed your credit limit.
  - Credit Purchases. You can use your Account to purchase goods and services (referred to in this Agreement as "Credit Purchases") wherever VISA® credit cards are accepted.
  - Cash Advances. You can obtain a Cash Advance up to \$3,000.00 per day from your Account by presenting your Card at a financial institution that accepts VISA®; and you may obtain a Cash Advance up to the amount of your available credit limit by presenting your Card at any Jeanne D'Arc Credit Union Branch Location. You can also use your Card to obtain up to \$300.00 per day in cash from any authorized Automated Teller Machine ("ATM").
  - Balance Transfers. You can use your Account to transfer balances from other credit Accounts of yours to your Account at Jeanne D'Arc Credit Union. If transfer information you provide is incomplete or incorrect we will not be able to process the transfer request. We are not responsible for any remaining balance on your credit Card accounts at other institutions; for closing your account(s); or for any finance or other charges you incur due to delays in transferring a balance. We recommend that you continue to pay your minimum payment due until you are sure the balance transfer(s) has posted to your account(s) at the other institution(s).

4. Your Line of Credit. We will establish a line of credit for you and notify you of its amount when we issue your Card. Your credit limit is shown on each of your billing statements. You agree not to let the Account balance exceed this approved credit limit. Each payment you make on the Account will restore your credit limit by the amount of the payment which is applied to principal. You may request an increase in your credit limit only by application to us, which must be approved by us. Without prior notice to you, we may raise your credit limit. By giving you written notice we may, with good cause, reduce your credit limit.

If you exceed your credit limit, we may at our option, close your Account, and/or exercise any of our other remedies under this Agreement or applicable law. You must pay the full amount by which your balance exceeds the credit limit. The fact that we do not ask you for that amount as part of the Minimum Periodic Payment shown on your billing statement does not relieve you of your obligation to pay it immediately. We shall have no obligation to permit any new Credit Purchases, Cash Advances, or Balance Transfers if our records show that doing so will cause your balance to go over your limit. If we do permit any such Credit Purchases, Cash Advances, or Balance Transfers, such permission will not result in any waiver of our rights under this section.

5. Annual Percentage Rate (APR). The Annual Percentage Rate ("APR") for your Account is the annual interest rate and is used to calculate the Interest Charged to your Account. The APR was determined based on your personal credit score at the time of your application. The APR does not include any other Finance Charges, other than interest, which also may be charged to your account, as described in section #7 of this Agreement.

We will review your Account on an annual basis and adjust your APR based on your personal credit score and in the course of doing so, we may ask you for additional information, request credit bureau reports and/or otherwise verify your current credit standing. If we decide to change your APR we will provide you with a 45-day notice.

6. Paying Interest. Your Account will be subject to the Annual Percentage Rate and corresponding Periodic Rate applicable to your Jeanne D'Arc Credit Union Card program.

You can avoid incurring Interest Charges on the balance of purchases reflected on your monthly statement and on any new purchases appearing on your next monthly statement by paying the New Balance shown on your monthly statement on or before the Payment Due Date. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to your Account, will be subject to Interest Charges. Cash advances and Balance Transfers are always subject to Interest Charges from the date they are posted to your Account.

The actual Interest Charged will be shown on your monthly statement. The Interest Charges for a billing cycle are computed by applying the monthly Periodic Rate to the "average daily balance" of purchases and cash advances (which includes balance transfers). To get the average daily balance, we take the beginning balance of your account each day, add new purchases, cash advances and debit adjustments, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle to determine your Interest Charge. If you are charged interest, the charge will be no less than \$.50.

7. Transaction Fees. Transaction fees are one-time fees that are considered Finance Charges. If you incur such fees your actual APR will exceed the corresponding APR shown on your statement in any month for which they are posted to your Account. We will assess the following transaction fees to your account:
- Cash Advance Fee. Each time a new Cash Advance is posted to your Account you will be charged 2.00% of the amount of the advance, but in no event less than \$5.00, or greater than \$50.00.
  - Balance Transfer Fee. We currently do not assess a balance transfer fee.

- International Transaction Fee. An international transaction is a transaction where the country of the merchant is outside the USA. When you use your Jeanne D' Arc Credit Union Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA® itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. VISA® USA charges us a 0.80% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1.00% of the transaction. In either case, we pass this assessment on to you as an International Transaction Fee.
8. Annual Fee. We currently do not assess an annual fee.
9. Maintenance Fees. We currently do not assess maintenance fees.
10. Penalty Fees. Your Account will be assessed these penalty fees:
- Late Payment Fee – If we do not receive at least your minimum payment within 15 days after the due date, you will be assessed a Late Fee for the lesser of 10% of the New Balance or \$10.00 (\$27 for Business Accounts).
  - Returned Payment Fee – If your payment is returned to us for any reason you will be charged our Returned Payment Fee of up to \$25.00 (\$27.00 for Business Accounts).
11. Other Fees. Your Account may be assessed these other fees:
- Replacement Card Fee – If you request a replacement Card we may charge you our replacement Card fee of \$10.00; or \$20.00 for a rush order.
  - Account Research Fee – If you request statements or other documentation we may charge you our Research Fee of \$35.00 per hour.
  - Telephone Payment Processing Fee. If you call us and authorize us to make a payment to your account from another financial institution you may be charged a processing fee of \$10.00.
12. Responsibility. You agree to pay us, when due, the total of all Credit Purchases, Cash Advances, Balance Transfers, Interest Charges, fees and collections costs arising from the use of your Account by you or any other person you permit to use your Account even if that person exceeds their permission. Your obligation to pay the Account Balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the Account. Any person using the Card is jointly responsible with you for charges he or she makes, but if that person signs the Card he or she becomes a party to this Agreement and is also jointly responsible for the entire Account Balance.
13. Payments. Every month you must pay at least the minimum payment by the Payment Due Date. The Minimum Payment Due will be either 2% of your New Balance, or \$10.00, whichever is greater, or your total New Balance, if it is less than \$10.00. In addition at anytime if your New Balance exceeds your credit limit, you must immediately pay the excess upon our demand.

Payments may be made by mail, at a Jeanne D'Arc Credit Union banking office, through our online banking and other services available at JDCU.com. To mail payments they must be sent to the address listed on the front of the billing statement after the phrase "make check payable to." Mailed payments will be given "same-day" credit if received on a due date that is a business day by 5:00 p.m. Mailed payments received on the day following a weekend or holiday payment due date will be "back-dated" to that due date.

By separate agreement you may authorize us to charge the minimum payment automatically to your share or share draft Account with us. You may of course, pay more frequently, pay more than the minimum payment, or pay the total new balance in full, and you will reduce the Interest Charge by doing so. We may accept checks marked "payment in full" or with words of similar effect without losing any of our rights to collect the full balance of your Account with us. Posting of your payment will be delayed if your payment check is drawn on a non- United States domiciled financial institution or entity. Payment will not be credited to your Account until the funds have been collected in United States dollars.

Payments made to your Account will be applied in the following order:

- Previously billed and unpaid Finance Charges
- Miscellaneous fees (including late charges)
- Purchase Balance as of last statement
- Cash Advance balance as of last statement
- Purchases this billing cycle
- Cash Advances this billing cycle

However, payments in excess of the Minimum Payment Due, will be applied to outstanding balances with the highest APR first and any related Interest Charge, and then applied to lower APR balances on a sequentially lower basis.

14. Statements and Notices. We will have a statement delivered to your mailing address every month, at least 21 days prior to the Payment Due Date. The statement will show your Previous Balance; current Purchase and Cash Advance transactions on your Account; Other Credits and Debits; your Credit Limit and Available Credit Limit; Balances of Purchases and Cash Advances; New Balance; Purchase and Cash Advance APR's and Periodic Rates; Interest and Fees Charged year-to-date; Fees and Interest Charged for the period; Estimated Total Costs; Payment Due Date; and Minimum Payment Due. The statement will also include a disclosure showing you how long it will take to pay off your balance if only minimum payments are made and what monthly payment would be necessary to pay off your balance in three years.

Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notices sent to any one of you will be considered notice to all. To inquire or send correspondence write us at the address indicated on the front of the billing statement after the phrase "send inquiries to".

15. Payoff Your Balance. You may obtain your payoff balance by calling (800) 299-9842.

16. Penalty APR. We currently do not assess a penalty APR.

17. Default. If you fail to pay at least the Minimum Payment Due by the Payment Due Date your payment will be considered late and you may be considered in default. If at any time we consider your Account in default, you understand we may demand full payment and return of your cards and the Interest Charges will continue to be calculated at the Penalty APR until you repay your entire loan. You also agree to pay any fees, collection costs, reasonable attorney fees, and court costs as applicable.

We may, without notifying you, temporarily suspend your credit, close your Account, cancel all credit cards issued on it and require immediate payment of your entire balance if any of the following occurs:

- a. You fail to make a payment when it is due;
- b. You do not follow the terms of this Agreement in any way;
- c. You have made any false or misleading statement on the application for your Account;
- d. You fail to pay any other loans you owe us;
- e. You become insolvent or die;

- f. There is an attachment, execution or levy against your property or you make an assignment for the benefit of creditors;
  - g. A bankruptcy petition is filed by or against you or your spouse;
  - h. A guardian, conservator, receiver, custodian or trustee is appointed for you;
  - i. You are generally not paying your debts as they become due; or
  - j. There has been a material adverse change in your financial standing.
18. Illegal Use and Internet Gambling. You agree not to use your Card(s) for unlawful Internet gambling or other illegal purpose(s). Display of a payment Card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.
19. Returns and Adjustments. Merchants and others who honor this Card may give credit for returns or adjustments, and they will do so by sending us a credit which we will post to your Account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1.00 or more, refund it on your written request or automatically within six months.
20. Honoring Card. We are not responsible for the refusal of any merchant or financial institution to honor your Card.
21. Security Interest. If you give or have given us a specific pledge of your Credit Union shares, or any security interests for all of your debts, your account will be secured by your pledged shares and the property described in those other security agreements, except for property consisting of your principal residence and household goods.
22. Credit Information. You authorize us to investigate your credit standing when opening, renewing or reviewing your Account and you authorize us to release information to others who inquire of us about your credit standing, to the extent allowed by law.
23. Change in Terms. We can change any terms of your Account at any time. We will provide you with a 45-day notice for all significant changes to terms in this Agreement, as required by law, and a Notice of Right to Cancel, unless you have previously agreed to them. Subject to applicable law, any change will apply to the current balance of your Account, as well as to future balances.

If your APR is increased due to default, or due to the completion of a workout or temporary hardship arrangement, such adjustments would not be considered a change-in-terms.

24. Lost or Stolen Card and Unauthorized Use. You agree to notify us immediately if your Card is ever lost or stolen, your PIN is lost or stolen, or if an unauthorized use may have occurred. To report a lost or stolen card, you must call us at: (800) 325-3678; to report unauthorized use of your card, call us at (800) 299-9842 or write us at: Customer Service, P.O. Box 30495, Tampa, FL 33630. You also agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your credit Card and comply with such procedures as we may require in connection with our investigation, including assisting in the prosecution of any unauthorized user.

You may be liable for the unauthorized use of your Account. Unless your Account is a business account, you will not be liable for unauthorized use that occurs after you notify us orally or in writing of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00.

If your Account is a business Account for which less than 10 Cards have been issued, your liability for unauthorized use of a Card will not exceed \$50.00. If 10 or more Cards are issued, there is no limit to your liability for any unauthorized use that occurs before you notify us as provided herein; the

business or organization may only impose liability on its employees for unauthorized use of a Card as authorized by federal law.

25. Convenience Checks. You can use your Convenience Checks ("Checks") to purchase goods or services up to the amount of your Credit Line. Use of your Checks is a cash advance to Your VISA® Account. We are not required to honor a check that will cause you to exceed your Credit Line. We will not pay a Check if at the time the Check is presented, you are in default or we have suspended, terminated or canceled your Account. Each Check must be in the form we have issued to you. Checks may be used only by the person(s) whose name(s) is printed on the Checks. You may not use your Checks to pay any amount you owe under your Account.

Your statement will show you an itemization of the Checks posted to your Account during the billing cycle. Checks paid by us will not be returned to you with your statement. We will charge a Returned Item Fee per returned check which will be billed to your Account, if your Check(s) cannot be paid.

Checks are not subject to VISA® chargeback rights. Provided such request is timely, so that we shall have a reasonable opportunity to act upon it under our rules, you may order a Stop Payment on a Check drawn on your Account. We may, but shall not be obligated to, receive such order orally. In such event, the order shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written stop payment orders will remain in effect only six (6) months unless renewed in writing. You have the responsibility of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment. We will charge a Stop Payment Fee when you place a stop payment on your Checks(s) which will be billed to your Account.

26. Important Notice to Cardholders Who Contact Us by Phone. You agree that the issuer, its agents and service companies may, without the need to seek additional confirmation from you, monitor and/or record any telephone communications with you to ensure that inquiries from you are handled promptly, courteously, and accurately.
27. Special Promotions. From time to time, we may offer special promotions, under which purchases of goods or services, balance transfers or cash advances transactions may be billed to your Account with special promotional terms. The finance charges, minimum payment, application on payments and other terms for special promotions may differ from the standard terms described in this Agreement and as may be shown on your Account statement.
28. VISA® Rules and Regulations. The services being provided to you under this Agreement are made possible by Issuer's status as a licensee of VISA® U.S.A. You recognize Issuer's responsibility to comply with the current VISA® U.S.A. rules and regulations and changes to them in order to continue to provide these services. VISA® cards may not be used for any illegal transaction.
29. Accuracy of Information. The information about the terms and costs of the Card described in this Agreement is accurate as of the Effective Date. However, you may call us at 978-452-5001 any time to find out what may have changed, or write to us at: Jeanne D'Arc Credit Union, 1 Tremont Place, Lowell, MA 01854.
30. Termination of Account. We can cancel your Account at any time, or reduce the amount of your credit line, without notice to you, except in those situations where notice is required by law. If we cancel your Account, you agree to destroy all Cards issued on your Account by cutting them in half or otherwise destroying them. You will continue to be responsible for full payment of the balance on your Account and all charges to your Account, including those not yet received by us, as well as subsequent Finance Charge and other charges. Each Card is our property, and you agree that the Cards are not transferable and to surrender any Card upon demand.

On the Card anniversary date or at re-issue, your membership must be in good standing. If any obligation to which you are a party with the credit union is in default, a new Card may not be sent to

you. You may terminate this agreement at any time, but termination by either of us does not affect your obligation to pay the Account balance plus any finance and other charges you owe under this agreement. Convenience checks are no longer valid if the Account has been suspended or terminated.

31. Law Governing this Agreement. You understand and agree that this Agreement is made in Massachusetts and shall be governed by the Laws of the Commonwealth of Massachusetts to the extent that Massachusetts law is not inconsistent with controlling federal law. If any term or provision of this Agreement is found to be unenforceable, this will not make any other terms or provision unenforceable.

If, for any reason, we do not make use of any of our rights under this Agreement on a particular occasion(s), that will not limit our ability to exercise those rights in the future.

## **Your Billing Rights: Keep this Document for Future Reference**

**This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.**

### **What To Do If You Find A Mistake On Your Statement.**

If you think there is an error on your statement, call us at (800) 299-9842 or write us at: Customer Service, P.O. Box 30495, Tampa, FL 33630.

In your letter, give us the following information:

- Account information - Your name and account number.
- Dollar amount - The dollar amount of the suspected error.
- Description of problem - If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter.**

#### **When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, We must either correct the error or explain to you why we believe the bill is correct.

#### **While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

#### **After we finish our investigation, one of two things will happen:**

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.



If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

**Your Rights if You Are Dissatisfied With Your Credit Card Purchases.**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, call us at (800) 299-9842 or contact us in writing [or electronically] at: Customer Service, P.O. Box 30495, Tampa, FL 33630.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

## CONSUMER CREDIT CARD RATE & FEE DISCLOSURE

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>3.99%</b> introductory APR for the first 6 months after account opening.  After that, your APR will be <b>7.99% to 15.99%</b> , based on your program and creditworthiness.
<b>APR for Balance Transfers</b>	<b>3.99%</b> introductory APR for the first 6 months after account opening.  After that, your APR will be <b>7.99% to 15.99%</b> , based on your program and creditworthiness.
<b>APR for Cash Advances</b>	<b>3.99%</b> introductory APR for the first 6 months after account opening.  After that, your APR will be <b>7.99% to 15.99%</b> , based on your program and creditworthiness.
<b>Penalty APR and When it Applies</b>	<b>None</b>
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is 25 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month.  Cash Advances and Balance Transfers are always subject to interest charges from the date they are posted to your account.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$.50
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>

Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Maintenance Fee</b>	<b>None</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>Balance Transfer</li> <li>Cash Advance</li> <li>International Transaction</li> </ul>	<b>None</b> <b>2.00%</b> of transaction or <b>\$5</b> minimum; <b>\$50</b> maximum <u>With currency conversion</u> – <b>1.00%</b> of the amount of your transaction in U.S. Dollars <u>Without currency conversion</u> – <b>0.8%</b> of the amount of your transaction in U.S. Dollars
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>Late payment</li> <li>Returned payment</li> </ul>	<b>10%</b> of the New Balance; <b>\$10</b> maximum Up to <b>\$25</b>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).”